SERVICE LEVEL AGREEMENT EXHIBIT 4

APPLICATION MAINTENANCE SERVICES

(IFS-SLA002)

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This Service Level Agreement Exhibit 4 ("IFS-SLA002") is subject to and hereby incorporated into and made subject to the terms of the Master Service Level Agreement ("Agreement") attached to the Contract for Services resulting from BAA 01-52 and the Statement of Work, effective January 1, 2003 ("Contract:"), entered into by and between the Indiana Family and Social Services Administration, Division of Family and Children, an agency of the State of Indiana ("the State"), and _____, ("_____").

Business Objective and Scope
This IFS-SLA002 sets explicit service level requirements for _____ in its execution of certain services provided for in the Contract in the Application Maintenance Service Category. This IFS-SLA002 also sets forth the roles and responsibilities of _____ and the State for providing the Services at the agreed upon levels, as well as any rewards or penalties to be assessed for exceeding and/or failing to meet the agreed upon service levels.

Summary of Services
The Services included under this IFS-SLA002 include Application Maintenance Services, as defined in BAA 01-52. Specific service areas within Application Maintenance Services included under this IFS-SLA002 are:

- System Availability
- Delivery of Database or Database Extracts as specified below.

Policies, Procedures and Performance Metrics
System Availability and Output Delivery of data will be measured as follows:

System Availability

System availability will be logged and subsequently reported to the State in defined manner and frequency as mutually agreed upon.

Database Delivery

Delivery of Database or Database Extracts will be completed according to the mutually agreed upon delivery schedule for the database(s) or database extract(s) as specified below.

Limitations
A penalty will be applied by the State by reducing the service amount paid to the Contractor for failure to deliver and/or provide a specified service level only when the failure is due solely to the Contractor's actions or inactions. Examples of such factors, include, but are not limited to:

- Lack of availability or lack of participation of key staff (from the State, or external vendors or agencies). This means that _____ has tried to contact the key staff more than twice and has also failed in obtaining participation by calling and paging the State Program Manager a minimum of two times.
- Failure of project hardware or software (other than the Indiana First Steps application)
- Any event that would restrict availability of project facilities or key resources.
- Any network communications problems outside the control of _____ to include:
- Hardware or client software problems at the client work site, or power outages and similar circumstances.

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- External factors that can cause failure, such as failure of carrier to deliver or failure of state to be able to access data information due to damage to hard drive or Compact Disk during shipment.

Performance Metrics
The following performance targets apply to this IFS-SLA002:

The contractor will provide a copy of the following databases and database extracts as the databases and database extracts exist at specific points in time.

- CCG Data Base Table
- SuperSPOE database
- Pclaim database
- Pclaim Aux database
- Funds Recovery database (IWHRTIS or Fund Accounting Database)

_____ will transfer to the State the databases at mutually agreed upon monthly intervals and by mutually agreed upon mediums.

Performance Reporting
Actual performance against the above listed Performance Metrics will be reported monthly. _____ will deliver the report for each month to the State Program Manager by the 10th business day of the following month. The reports will be agreed upon by _____ and the State, and will include metrics to substantiate the service levels.

Service-Level Rewards & Penalties
Service Level Adjustments to Remuneration will be made according to the following schedule. Adjustments to Remuneration will be made in the month the Maintenance item is ultimately resolved or the Deliverable is completed. Adjustments will be credited on the subsequent month's invoice.

Service Area	Service Failure	Penalty
1. System Availability System availability will be logged and subsequently reported to the State in defined manner and frequency as mutually agreed upon. .	This Service Level Agreement applies to the **SPOE Communication System** and **the Service Matrix Website.** Service failure is defined as the system being unavailable for frequent and unscheduled times, which places the data availability and integrity and the claims payment processing at risk.	Penalty is to be $100 per occurrence when the occurrence is more than one hour and no more than 4 hours in any 24-hour period of a calendar day. Penalty is $500 per occurrence for each occurrence more than 4 hours and less than 24 hours in any 24-hour period of a calendar day. An occurrence is defined to be system unavailability of each system. For example if both systems are down for three hours, the penalty is 2 occurrences times $100, which is $200. The Service Credit Pool amount can be applied to offset any penalty incurred in this Service Area.

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Service Area	Service Failure	Penalty
2. Database or Database Extract Delivery	Failure of Database or Database Extract Delivery is defined as not providing accurate database transfers to the State in a timely manner as mutually agreed upon. ❑ CCG Data Base Table ❑ SuperSPOE database ❑ Pclaim database ❑ Pclaim Aux database ❑ Funds Recovery database.	Penalty is to be $100 per occurrence for the first 24 hours passed the delivery due date. Penalty is $500 per occurrence if delivery is delayed by more than 24 hours. An occurrence is defined to be database (extract) delivery for each database. For example if two databases are delivered one day late, the penalty is $200. The Service Credit Pool amount can be applied to offset any penalty incurred in this Service Area.